

RECORDED
10/26/2001 13:34:14
RECORDER
PATRICIA J CRICK
ALLEN COUNTY, IN

Doc. No. 201077222
Receipt No. 31657

DCFD 3.00
MISL 30.00
MISL 1.00
MISL 1.00
Total 35.00


**FIRST AMENDMENT TO
DEDICATION AND DECLARATION OF PROTECTIVE RESTRICTIONS,
COVENANTS, LIMITATIONS, EASEMENTS AND APPROVALS APPENDED TO AS
PART OF THE DEDICATION AND PLAT OF
MALLARD'S LAKE,
A SUBDIVISION OF CEDAR CREEK TOWNSHIP, ALLEN COUNTY, INDIANA**

Millennium Development, Inc., an Indiana Corporation, by Eleftherios Maggos, its President, having received approval for the platting and development of the Subdivision known as Mallard's Lake, located in Cedar Creek Township, Allen County, Indiana ("Subdivision"), and having recorded on July 6, 2001 in the Office of The Allen County Recorder as Document No. 201046654 the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Mallard's Lake, a Subdivision of Cedar Creek Township, Allen County, Indiana (Homes Section) (the "Homes Covenants"), and having recorded on July 9, 2001 in the Office of the Allen County Recorder as Document No. 201047071 the Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to as part of the Dedication and Plat of Mallard's Lake, a Subdivision of Cedar Creek Township, Allen County, Indiana (Villaminium Section)(the "Villaminium Covenants"), and the Plat of the Subdivision having been recorded in the Office of the Allen County Recorder on July 6, 2001 in Plat Cabinet D, Page 111, and having received approval for the platting and development of said Subdivision, hereby files its First Amendment to both the Homes Covenants and the Villaminium Covenants, which First Amendment shall apply to the entire Subdivision. Both the Homes Covenants and the Villaminium Covenants are being amended and replaced in their entirety by this First Amendment in order to include in the Homes Section Lots 17 to 32 which were previously to be villas. Accordingly, the First Amendment to the Homes Covenants and the Villaminium Covenants shall now read and apply to the entire Subdivision as follows:

Millennium Development, Inc., an Indiana corporation, by Eleftherios Maggos, its President, hereby declares that it is the Owner of the real estate described in Exhibit A which is attached hereto, and shown and described in this plat and does hereby lay off, plat and subdivide said real estate in accordance with the information shown on the final plat, being the certified plat appended hereto and incorporated herein. The Subdivision shall be known and designated as Mallard's Lake, a Subdivision in Cedar Creek Township, Allen County, Indiana (hereinafter referred to as the "Subdivision").

AUDITOR'S OFFICE
Duly entered for taxation. Subject
to final acceptance for transfer.

OCT 26 2001


AUDITOR OF ALLEN COUNTY

01 12338
AUDITORS NUMBER

Beers Mallard's Box

*34111C
01*

The Lots in the Subdivision are numbered from 1 to 132, inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are hereby expressly dedicated to public use for their usual and intended purposes.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Mallard's Lake Community Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties (as that term is defined herein), including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, those areas designated on the plat of the Subdivision as detention lakes or ponds, wetlands, park areas, entrances or other designated common areas, including Blocks A, B, C, D and E.

Section 5. "Lot" shall mean either any of said Lots as platted or any tract or tracts of land as conveyed originally or by subsequent Owners, which may consist of one or more Lots or parts of one or more Lots as platted upon which a residence may be erected in accordance with the restrictions hereinabove set out or such further restrictions as may be imposed by any applicable zoning ordinance, PROVIDED, HOWEVER, no tract of land consisting of part of any one or parts of more than one Lot shall be considered a "Lot" unless said tract of land has a frontage of 70 feet in width at the established building line as shown on this plat.

Section 6. "By-Laws" shall mean the By-Laws as initially adopted by Mallard's Lake Community Association, Inc., and all amendments and additions thereto.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an Owner for that period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the subject property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. The members of the Association shall be the owners of Lots within Mallard's Lake in Allen County, Indiana, who shall hold their membership as provided in the Articles of Incorporation and this Dedication and Declaration of Protective Restrictions, Covenants, Limitations, Easements and Approvals (the "Covenants"). There shall be one membership for contiguous lots utilized by the owner or owners as a single residence.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Class B. Class B member shall be Millennium Development, Inc. and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when title to all Lots in all sections has been conveyed, or
- (b) on December 31, 2009.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, excepting Millennium Development, Inc., by acceptance of a deed therefor, whether or not it

shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively to promote the recreation, health and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area. It shall be the obligation of the Association to make provision for the maintenance of the Common Area.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 8% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 8% by the vote or written assent of 51% of each class of members.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of construction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 51% of each class of members.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Any action authorized under Sections 3 or 4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at such meeting, but such vote is less than the requisite 51% of each class of members, members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than 30 days from the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Lot. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. In no event shall the Developer be obligated to pay any dues or assessments for any Lot that the Developer owns.

ARTICLE V ARCHITECTURAL CONTROL

No building, deck, fence, wall, inground swimming pool or other structure, including but not limited to swing set, gym set or sand box, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony and style of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Control Committee (the "Committee"), such committee to be composed of three members, the first committee members to be: Eleftherios Maggos, Gregory L. Roberts, and Daniel P. Lee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. In the event said Board or Committee fails to approve or disapprove such design and location within thirty (30) days after said complete plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been complied with in full.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Single-Family Residential Use. No Lot shall be used except for single family residential building purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half stories in height. Each house shall include an attached garage of a size set forth in these Covenants. Each house shall include one yard light, located not less than fifteen (15) feet from the street curb and not less than five (5) feet from the driveway on said Lot. No sheds or out-buildings, including penthouses, shall be erected on any Lot. The exterior front of the house shall be constructed of wood, brick, stone, or a combination of those materials. Vinyl or other artificial materials shall not be used for the construction of the exterior front. Each house shall include landscaping consisting of at least 10 well-developed shrubberies.

Section 2. Minimum Square Footage. No building shall be built having a ground floor area upon the foundation, exclusive of one-story open porches, breezeways or garages, of less than 1,800 square feet for a one-story dwelling, nor less than 1,500 square feet for a dwelling of one and one-half (1½) story (split level). No dwelling of more than one-story shall be built having a total floor area exclusive of one-story open porches, breezeways or garages of less than 2,300 square feet. The attached garage shall have a ground floor area of not less than 600 square feet.

Section 3. Building Location. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located nearer than a distance of seven (7) feet to an interior Lot or nearer than twenty-five (25) feet to the rear Lot line.

Section 4. Minimum Lot Size. No dwelling shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 9,100 square feet.

Section 5 (a). Utility Easements. Easements for the installation and maintenance of utilities, cable and drainage facilities are reserved as shown on the recorded plat. No Owner of any Lot shall erect or grant to any person, firm, corporation, or other entity, the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical, cable, telephone or television service (except such poles and overhead facilities that may be required at those places where distribution facilities enter and leave the Subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting serviced by underground wires or cables. Electrical service or cable entrance facilities installed for any house or other structure connecting the same to the electrical distribution system of any electric public utility shall be provided by the Owners of all Lots and shall carry not less than three (3) wires and have a capacity of not less than 200 amperes. Any public utility charged with the maintenance of any underground installation shall have access to all easements in which said underground installations are located for operation, maintenance and replacement of service connections.

Section 5 (b). Surface Drainage Easements. Surface Drainage Easements and Common Areas used for drainage purposes as shown on the plat are intended for either periodic or occasional use as conductors for the flow of surface water run-off to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

Section 5 (c). Flood Protection Grades. In order to minimize potential damage to residences from surface water, minimum flood protection grades are established at 796.7 feet for Lots 7 through and inclusive of Lot 11, 804.7 feet for Lots 12 through and inclusive of Lot 13, 804.7 feet for Lots 15 through and inclusive of 18, 804.7 feet for Lots 20 through and inclusive of 21, 796.7 feet for Lots 22 through and inclusive of 23, 805.0 feet for Lots 24 through and inclusive of 25, 806.0 feet for Lot 26, 806.5 feet for Lot 27, 807.4 feet for Lots 28 through and inclusive of 31, 811.0 feet for Lot 32, 813.8 feet for Lot 33, 816.5 feet for Lot 41, 811.0 feet for Lot 42, 807.4 feet for Lots 43 through and inclusive of Lot 46, 814.2 feet for Lot 54, 815.5 feet for Lots 55 through and inclusive of Lot 62, 807.4 feet for Lot 64, 807.4 feet for Lots 66 through and inclusive of Lot 72, and 815.5 feet for Lots 90 through and inclusive of Lot 98. All grades are established based on Mean Sea Level. All residences on such lots shall be constructed so that the minimum elevation of a first floor or the minimum sill elevation of any opening below the first floor equals or exceeds the applicable minimum floor protection grade established in this section.

Section 6. Landscaping. A minimum of ten (10) shrubs shall be planted and located by each Lot Owner on each Lot, and a minimum of one (1) at least ten (10) foot tall hardwood deciduous tree shall be located in front of the dwelling between the sidewalk and the street on each Lot.

Section 7. No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The outside burning of leaves or other yard waste, rubbish, or any other matter shall be considered noxious, offensive or illegal activity for purposes of this provision.

Section 8 (a). No structure of a temporary character, trailer, boat trailer, camper or camping trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed, erected, or located or used on any Lot for any purpose, including use as a residence, either temporarily or permanently; provided, however, that basements may be constructed in connection with the construction and use of any residential building.

Section 8 (b). No boat, boat trailer, recreational vehicle, motor home, truck, camper or any other wheeled vehicle, other than passenger automobiles, shall be permitted on any Lot or on any street in the Subdivision. A "truck" is defined for this purpose as one which is rated one-ton or more. No wheeled vehicle of any kind, including automobiles, shall be permitted to be parked on any street in the Subdivision for a continuous period in excess of 48 hours, or for a period which in the aggregate is in excess of eight (8) days per calendar year.

Section 8 (c). No clothesline or clothes poles, or any other free-standing, semi-permanent or permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected or located or used on any Lot, except that with prior Architectural Control Committee ("Committee") approval a pole for displaying the flag of the United States of America is permitted.

Section 8(d). No above ground or inground swimming or wading pools of more than six feet in diameter and 18 inches deep shall be placed or maintained on any lot. Hot tubs or Jacuzzis may be permitted only with prior written consent of the Committee. All pools must be in compliance with the Allen County Zoning Ordinance.

Section 8 (e). Basketball goals on free standing poles (portable or nonportable) shall be permitted subject to the prior written approval of the Committee; however, basketball goals attached to the house or garage shall not be permitted.

Section 8 (f). No chain-link fences shall be constructed, erected, or located on any Lot. No outside dog houses shall be constructed, erected, or located on any Lot.

Section 8 (g). Owners of Lots in the Subdivision and their successors in title are on notice and understand that the Subdivision is in a predominantly agricultural area and that farming operations, which may include livestock operations, may be practiced in the area of the Subdivision. With this understanding, all Owners of Lots in the Subdivision, therefore, shall forego their right to bring a claim against any farmer or agricultural producer in the area who is practicing normal, reasonable, and necessary farming and livestock operations whether such operations now exist or may hereafter exist.

Section 9. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 10. No radio or television antenna shall be attached to any dwelling house. No free standing radio or television antenna shall be permitted on any Lot. No television receiving disk or dish shall be permitted on any Lot; however, a satellite disk or dish may be installed inside a house or garage, so long as the same is not clearly visible from outside the improvement. No attached or detached solar panels shall be permitted.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 13. No Lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators or outside incinerators shall be kept or allowed on any Lot.

Section 14. All buildings shall be constructed in a substantial and good workmanlike manner and of new materials. No roll siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any building on any Lot of said Subdivision, and no roll roofing of any description or character shall be used on the roof of any dwelling house or attached garage on any of said Lots.

Section 15. All driveways from the street to the garage shall be poured concrete and not less than sixteen (16) feet in width. No driveway access to Union Chapel Road from Lots 115 through 118, and Lots 126 through 132 shall be permitted. No driveway access to Puff Road (or any vacated portion thereof) from Lots 113 through 114, Lots 84 through 86, and Lots 72 through 78 shall be permitted.

Section 16. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot in this Subdivision.

Section 17. In addition to the utility easements herein designated, easements in the streets, as shown on this plat, are hereby reserved and granted to all public utility companies, the proprietors of the land herein platted and their respective successors and assigns, to install, lay, erect, construct, renew, operate, repair, replace, maintain and remove all and every type of electrical conduit, cable conduit, gas main, water main and sewer main (sanitary and/or storm) with all necessary appliances, subject, nevertheless, to all reasonable requirements of any governmental body having jurisdiction thereof as to maintenance and repair of said streets.

Section 18. No rain and storm water run-off or such things as roof water, street pavement and surface water, caused by natural precipitation, shall at any time be discharged into or permitted to flow into the Sanitary Sewer System, which shall be a separate sewer system from the Storm Water and Surface Water Run-off Sewer System. No sanitary sewage shall at any time be discharged or permitted to flow into the above-mentioned Storm Water Run-off Sewer System.

Section 19. Installation of Improvements. Before any house or building on any Lot in this Subdivision shall be used and occupied as a dwelling or as otherwise provided by the Subdivision restrictions above, the developer or any subsequent Owner of said Lot shall install improvements serving said Lot as provided in said plans and specifications for this Subdivision filed with the County of Allen. This covenant shall run with the land and be enforceable by the County of Allen, State of Indiana or by any aggrieved Lot Owner in this Subdivision.

Section 20. Permits Required. Before any Lot may be used or occupied, such user or occupier shall first obtain from the Allen County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the Allen County Zoning Ordinance.

Section 21. Enforcement Rights. The Association, Millennium Development, Inc., and any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 22. Invalidation. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 23. Term of Covenants and Renewals. The covenants and restrictions herein contained shall run with the land and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded after which they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the Lot Owners of Mallard's Lake, and provided further, Millennium Development, Inc., its successors or assigns, shall have the exclusive right for two (2) years from the date of recording of the plat to amend any of the Covenants and Restrictions, except Article VI, Section 2 above, with the approval of the Allen County Plan Commission, but without the need for consent of any of the Lot Owners.

Section 24. No Subdividing of Lots. No Lot or combination of Lots may be further subdivided until approval therefor has been obtained from the Allen County Plan Commission.

Section 25. Sidewalks. Plans and specifications for this Subdivision, on file with the Allen County Plan Commission, require the installation of concrete sidewalks within the street right-of-way in front of all Lots on both sides of all streets in the Subdivision. Except for common area sidewalks, which shall be the responsibility of the developer, installation of all other sidewalks shall be the obligation of the Owner of any such Lot, exclusive of the developer, and shall be completed in accordance with said plans and specifications and prior to the issuance of a Certificate of Occupancy for any such Lot. The cost of said installation shall be a lien against any such Lot enforceable by the Allen County Plan Commission or its successor agency. Should such Certificates of Occupancy be issued to the developer, such individual or corporation shall be considered an Owner for the purposes of the enforcement of this covenant.

Section 26. Attorney's Fees and Related Expenses. In the event the Association or Millennium Development, Inc. shall be successful in any proceeding, whether at law or in equity, brought to enforce any restriction, covenant, limitation, easement, condition, reservation, lien or charge now or hereinafter imposed by the provisions of the Dedication, Protective Restrictions, Covenants, Limitations, Easements and Approvals appended to and made a part of the Dedication and Plat of Mallard's Lake, it shall be entitled to recover from the party against whom the proceeding was brought all of the attorney's fees and related costs and expenses it incurred in such proceeding.

Section 27. The Owners of Lots 98, 99, 125 and 126 shall preserve as many of the trees as possible on their Lots, specifically for the purpose of maintaining buffer along the West property line of said Lots and also along the North property line of Lot 126.

IN WITNESS WHEREOF, Millennium Development, Inc., an Indiana corporation, by its duly authorized President, Eleftherios Maggos, Owner of the real estate described in said plat, has set its hand and seal this 10th day of September, 2001.

MILLENNIUM DEVELOPMENT, INC.

By: *Eleftherios Maggos*
Eleftherios Maggos, President

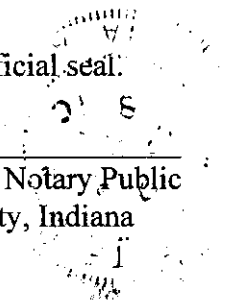
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 10th day of September, 2001, personally appeared Eleftherios Maggos, known to me to be the President of Millennium Development, Inc., and acknowledged the execution of the above and foregoing as his voluntary act and deed for and on behalf of said corporation for the purposes and uses therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
10-11-07

Name Printed: *Amita L. Corbue*
Amita L. Corbue Notary Public
Resident of Allen County, Indiana



**APPROVAL OF ALLEN COUNTY
DEPARTMENT OF PLANNING SERVICES:**

The Allen County Department of Planning Services, by Dennis A. Gordon, Executive Director, hereby approves the above Amendment pursuant to Article VI, § 23 of the Homes Covenants and Article VI, § 34 of the Villaminium Covenants.

Dated this 24 day of October, 2001.

**ALLEN COUNTY DEPARTMENT OF
PLANNING SERVICES**

By: _____

Dennis A. Gordon, Executive Director

This instrument was prepared by:

Peter G. Mallers (9001-01), BEERS MALLERS BACKS & SALIN,
LLP, 110 W. Berry Street, Suite 1100, Fort Wayne, Indiana 46802

92782



LEGAL DESCRIPTION ~ MALLARD'S LAKE

Part of the East half of the Southeast Quarter of Section 30, Township 32 North, Range 13 East, Allen County, Indiana, more particularly described as follows:

Commencing at a Harrison Marker at the Southeast corner of the Southeast Quarter of Section 30, Township 32 North, Range 13 East, Allen County, Indiana; thence South 89 degrees 31 minutes 26 seconds West (assumed bearing and the basis for the bearings in this description) along the South line of the SE.1/4 of Sec. 30-21-13, a distance of 893.45 feet to a Mag nail set at the intersection of said South line with the centerline of State Road #1 and the true point of beginning; thence North 52 degrees 32 minutes 40 seconds West, a distance of 100.00 feet to a point of curvature; thence Westerly along a curve to the left having a radius of 150.00 feet, a distance of 172.07 feet, subtended by a chord bearing North 85 degrees 24 minutes 24 seconds West, a distance of 162.79 feet to a point of tangency; thence South 61 degrees 43 minutes 52 seconds West, a distance of 113.20 feet to a point of curvature; thence Southwesterly along a curve to the right having a radius of 200.00 feet, a distance of 97.02 feet, subtended by a chord bearing South 25 degrees 37 minutes 39 seconds West, a distance of 96.07 feet to the Southwest corner of the E.1/2 of the SE.1/4 of Sec. 30-32-13; thence North 00 degrees 09 minutes 45 seconds West along the West line of the E.1/2 of the SE.1/4 of Sec. 30-32-13, a distance of 2656.30 feet to a railroad spike set at the Northwest corner of said E.1/2, SE.1/4; thence North 89 degrees 31 minutes 42 seconds East along the North line of the SE.1/4 of Sec. 30-32-13, a distance of 1330.00 feet to a 5/8-inch iron pin set at the Northeast corner of the SE.1/4 of Sec. 30-32-13; thence South 00 degrees 07 minutes 00 seconds East along the East line of the SE.1/4 of Sec. 30-32-13, a distance of 1926.45 feet to a Mag nail set at the intersection of said East line with the centerline of State Road #1; thence South 71 degrees 49 minutes 20 seconds West along said centerline, a distance of 282.70 feet to a Mag nail set at a point of curvature; thence Southwesterly along a curve to the left having a radius of 573.69 feet along said centerline, a distance of 344.10 feet, subtended by a chord bearing South 54 degrees 38 minutes 20 seconds West, a distance of 338.97 feet to a Mag nail set at a point of tangency; thence South 37 degrees 27 minutes 20 seconds West along said centerline, a distance of 570.43 feet to the point of beginning, containing 70.891 acres, subject to road rights of way and easements.